

SUBCHAPTER 4
LEAVES OF ABSENCE

350-35. Leave of Absence Policies. 1. **LENGTH OF TIME; RESTRICTIONS.** No employee of the city of Milwaukee shall be granted a leave of absence with or without pay for a period of longer than one year, and no leave of absence shall be granted any such employee unless said employee has been so continuously employed for 6 months after the expiration of any previous leave of absence; provided further that this section shall not apply to any leave of absence taken on account of illness; provided further that a leave of absence granted for educational training under public laws 16 and 346 of the 78th Congress and amendments and supplements thereto, may be extended for a period of not to exceed a total continuous leave of 4 years. The provisions of this section shall not apply to leaves of absence of city officials or employees whose positions are not filled during said absence.

2. **RUNNING FOR POLITICAL OFFICE.**

a. **Candidacy.** Any exempt or nonexempt city employee may be a candidate for any political office and may actively campaign therefore without jeopardizing his or her employment with the city.

b. **Reinstatement Rights.** In the case of his or her election, the elected official shall, upon request, be granted a leave of absence from his or her position of municipal employment, and such leave of absence shall carry reinstatement rights to be exercised not later than one year from the expiration of his or her elected term of office, and such reinstatement may be either to his or her position formerly held or to a position having substantially similar requirements, responsibilities and salary; provided, however, that any such reinstatement may be made only to fill a vacancy and shall not be made if the effect would be to displace a regularly and permanently appointed successor. This paragraph shall apply only to personnel holding permanent nonexempt positions under the control of the common council.

c. **Notification.** It shall be the duty of all employees affected by this subsection to forthwith advise their immediate supervisor of such political candidacy, and of such supervisor to forthwith give notice to the appropriate department.

3. **TIME OFF FOR JURY DUTY.**

a. **City Employees; Nonrepresented and Management.** Employees except those employees covered by pars. b and c shall be granted time off with pay for reporting for jury duty or jury service upon presentation of satisfactory evidence relating to this duty or service. Employees shall retain all compensation received for jury duty service, but shall have deducted from their city pay an amount equal to the compensation received by them for jury duty, exclusive of travel pay and pay for jury duty performed on off-duty days. No greater amount of time shall be granted than necessary, and in any case, where an employee is called for jury duty and reports therefore without receiving a jury assignment for that day, or in any case where such employee is engaged in jury duty or service for a part of a day, he or she shall if his city work is available to him or her report for the performance of city duties for the remainder of the day. If such jury duty coincides with any mandatory furlough dates, the employee shall not be paid salary from the city on those dates, but shall be allowed to retain jury duty compensation.

b. **Noncivilian Fire Department Employees. b-1. Definition of Employees Covered.** Employees in active service and in the following position classifications shall be covered by this subsection so long as they remain in active service and within such classifications:

- b-1-a. Firefighter.
- b-1-b. Motor pump operator.
- b-1-c. Fire lieutenant.
- b-1-d. Fire alarm operator.
- b-1-e. Assistant chief dispatcher of fire alarm and telegraph.
- b-1-f. Chief dispatcher of fire alarm and telegraph.
- b-1-g. Motor vehicle operator instructor.
- b-1-h. Fireboat pilot.
- b-1-i. Fire captain.
- b-1-j. Marine engineer.
- b-1-k. Battalion chief, fire.
- b-1-L. Deputy chief, fire, administration.
- b-1-m. Deputy chief, fire.
- b-1-n. Deputy chief, fire training and special services.
- b-1-o. First assistant chief engineer.
- b-1-p. Chief engineer, fire.
- b-2. Description of Benefits.

350-35-3.5 Employee Regulations And Benefits

b-2-a. Employees, other than those employed on a provisional basis, shall be entitled to time off with pay while on jury duty upon presentation to the fire department administration bureau of satisfactory evidence relating to this duty; all other compensation received by the employee for jury duty shall be immediately paid over to the city treasurer and the employee shall make no subsequent claim for it whatsoever.

b-2-b. Except as provided in subpar. d, an employee on jury duty shall be relieved from fire duty beginning at 8 a.m. on the first day of his jury duty assignment and ending at 8 a.m. on the day next following completion of that jury assignment; provided, however, if the employee's regularly scheduled work shift is of 24 hours duration and starts at 8 a.m. on the day immediately preceding the first day of his jury duty assignment, then he shall also be relieved from fire duty as of 7 p.m. on that regularly scheduled work shift. A jury duty assignment shall be deemed as having been completed as of 8 a.m. on the day immediately following the last day the employee is required to report for jury duty.

b-2-c. Except as provided for in the second option under subpar. d, employees shall not lose any of their vacation, holiday, or work reduction day time off scheduled during a period of jury duty; all such time off shall be rescheduled by the fire department administration.

b-2-d. The normal period of jury duty shall be defined as a period beginning on the Monday coinciding with or nearest to the first day of the employee's jury duty and ending at 8 a.m. on the second Saturday following that Monday. For each normal period of jury duty, the employee must work or owe one 24-hour work shift by electing one of the following options:

Work the 24-hour work shift on the Saturday that falls wholly within such normal period; or if applicable, use one of his scheduled work reduction days, or holiday, or vacation days that fall within such normal period; or owe one 24-hour work shift which must be paid back either within 30 consecutive calendar days following completion of such normal period of jury service or, if the employee separates from active service before completion of such 30-day period, then prior to the employee's separation date. This election, which

shall be made by the employee in writing on a form provided by the fire department administration, must be submitted to the employee's battalion commander no later than 2 consecutive calendar days following the first day of such normal period. If the period of an employee's jury duty extends beyond the normal period, then the employee must elect one of the options provided for above, one additional time for every such 2 weeks of jury duty completed beyond the normal period. Such additional 2-week period shall be measured from the end of the normal period or the end of the previous 2-week period, whichever is applicable, and the requirement to elect such option for an additional 2-week period shall be effective only if the employee remains on jury duty until the end of that additional period.

b-2-e. An employee receiving a notice to report for jury duty from the court system shall immediately notify his battalion commander and provide him with a copy of this notice. The chief engineer, fire, reserves the right to request the court system to postpone an employee's jury duty in order to limit the number of employees off on jury duty at any one time. Prior to submitting a request for postponement, the fire department administration will notify the employee affected and, if an employee requests, discuss the matter with the employee.

b-3. Administration.

b-3-a. Administration and control of the provisions of this paragraph shall be under the chief engineer, fire.

b-3-b. For employees assigned to the bureau of fire communications, the terms "8 a.m." and "employee's battalion commander," wherever they appear in this paragraph shall mean respectively "7 a.m." and "chief dispatcher of fire alarm and telegraph."

b-3-c. Employees Represented By a Certified Bargaining Unit. The provisions of pars. a and b shall not govern employees holding positions represented by a certified bargaining unit, except those employees represented by the Association of Physicians and Association of Municipal Attorneys.

3.5. TIME OFF FOR COURT SUBPOENAS. Nonmanagement nonrepresented employees shall be granted time off with pay, upon presentation of satisfactory evidence relating to this duty, under a subpoena to appear in court during working hours with respect to any incident which occurred while

the employees were at work. Compensation received (exclusive of travel pay) for this duty shall be immediately paid over to the city treasurer and shall be credited to the general fund; provided, however, that payment for the duty may be retained by employees for appearances made on off-duty hours. If such court subpoena appearances coincide with any mandatory furlough dates, the employee shall not be paid salary from the city on those dates, but shall be allowed to retain court subpoena appearance compensation.

4. FIRE DEPARTMENT OFFICERS; FEDERAL SERVICE NOT TO EXCEED 5 YEARS. Any officers of the Milwaukee fire department who shall qualify and be taken into the federal government service as chiefs or assistant chiefs of the government's fire protection service shall be granted a leave of absence for a period of one year, provided that this period of time may be extended from year to year upon filing a 30-day notice requesting an extension with the chief engineer of the Milwaukee fire department prior to the expiration of the year; but in no event shall such extended service exceed 5 years. Upon return, such employees of the fire department shall be subject to a satisfactory medical examination to be given by the medical examiners designated by the fire and police commission and, if passed by the medical examiners, be placed in the same position as now held by them.

5. FUNERAL LEAVE. a. Immediate Family. Except for those positions listed in par. c, funeral leave shall cover necessary absence from duty of general city employees because of death in the immediate family of the employee. "Immediate family" is defined as husband or wife, child, stepchild, brother, sister, parent, stepparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grand-child of the employee. For management, and nonmanagement, nonrepresented employees, "brother-in-law" and "sister-in-law" includes a spouse's sibling's spouse. For management and nonmanagement, nonrepresented employees, "immediate family" also includes stepparents and stepchildren by virtue of the employee's current spouse. Furthermore, eligibility to use stepparent funeral leave benefits shall be limited to one stepmother and one stepfather regardless of the number of stepparents. For management and nonmanagement, nonrepresented employees, "immediate family" shall include an employee's domestic partner, if the domestic partnership is registered with the department of employee

relations under s. 350-245 or was registered with the city clerk as provided in s. 111-3 in effect prior to October 30, 2009. In the case of a death in the immediate family, an employee may be granted a leave of absence not to exceed 3 work days with pay. These work days shall be limited to work days falling within the 10 consecutive calendar day period that begins on the day of death. One day with pay may be used to attend the funeral of grandparents of the employee. If funeral leave coincides with any mandatory furlough dates, the mandatory furlough time shall be rescheduled as approved by the department head. The provisions of this subsection do not govern fire and police department positions, employees holding positions represented by a certified bargaining unit, except those positions included in s. 350-237.

b. Verification. The director of employee relations is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the city service commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and suitable proof, such as a copy of the obituary notice attached, and shall require notification to be given by the employee to his immediate supervisor prior to taking funeral leave.

c. Funeral Leave for Certain Unrepresented Noncivilian Fire Department Management Employees. c-1. Eligibility. Effective March 1, 1985, employees in the following position classifications shall be eligible to receive funeral leave benefits so long as they remain in active service in those positions:

- c-1-a. Battalion chief classifications.
- c-1-b. Deputy chief, fire.
- c-1-c. Assistant fire chief.
- c-1-d. Fire chief.

c-2. Definitions. In this paragraph:

c-2-a. "Funeral leave" means absence from duty because of death of a family member or relative.

c-2-b. On and after April 11, 2006, "immediate family" means the employee's husband, wife, brother, sister, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and step-child by virtue of the employee's current spouse or step-parents; provided, however, that during an employee's lifetime, funeral leave for step-parents shall be limited to one step-mother and one step-father, regardless of the number of step-parents.

350-36 Employee Benefits and Regulations

c-3. Benefits. An eligible employee covered by this paragraph shall be granted funeral leave with pay because of death in his or her immediate family for the time period beginning with the time of death and including the day of the funeral. The maximum amount of funeral leave with pay for each instance of death in the immediate family shall be 2 work days for an employee whose normal hours of work exceed 40 hours per week, and 3 work days for an employee whose normal hours of work average 40 hours per week. If funeral leave coincides with any mandatory furlough dates, the mandatory furlough time shall be rescheduled as approved by the fire chief.

c-4. Requirements. c-4-a. An eligible employee requesting funeral leave shall be governed by departmental rules and procedures covering the administration of funeral leave.

c-4-b. An eligible employee requesting funeral leave must notify his or her immediate supervisor directly and no later than one hour before his or her shift begins.

c-4-c. An eligible employee returning from funeral leave must notify his or her immediate supervisor directly and no later than one hour before his or her shift begins.

c-5. Administration. Administration and control of funeral leave benefits shall be by the city.

6. UNPAID EDUCATIONAL LEAVES OF ABSENCE FOR MANAGEMENT EMPLOYEES.

a. Management employees with at least 5 years of management service shall be eligible for up to one month unpaid educational leave of absence and management employees with at least 10 years of management service shall be eligible for up to 2 months of such unpaid leave.

b. Department heads may authorize these unpaid leaves of absence and shall approve the timing of such leaves.

c. The city shall continue to make health, dental and life insurance payments for employees who are on such unpaid leave.

d. Management employees who are granted an authorized unpaid educational leave of absence shall be entitled to reinstatement to their original position upon return from such leave.

e. The purpose of the unpaid leave of absence is to provide for educational, personal development, or self-renewal of management employees. In no case shall the leave be used by the employee for purpose of pursuing other paid employment.

f. Nothing included in this subsection prohibits additional unpaid leave time from being granted under the rules of the city service commission, subject to department head approval.

g. In this subsection, "management employees" means those employees in job titles covered by the management pay plan, s. 2 of the salary ordinance, except those represented by the association of municipal attorneys.

350-36. Military Leave. 1. MILITARY LEAVE TO BE GRANTED.

a. For Military Purposes. Officers and employees of the city of Milwaukee, including members of the fire and police departments who enlist, or are inducted or ordered into active service in the land or naval forces of the United States pursuant to the selective training and service act of 1940, or the national guard and reserve officers mobilization act of 1940, or the selective service act of 1948, and any acts amendatory thereof or supplementary thereto; including the selective service extension act of 1950, and the universal military training and service act of 1951, the latter also known as ch. 144 of public law 517, the 82nd congress, first session, shall be granted a leave of absence during the period of such service. Upon completion and release from active duty under honorable conditions they shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions; and if they are not so qualified, they shall be employed in such positions for which they shall be qualified but at seniority status, pay and salary advancement of the positions they held at the time of taking such leave.

b. Reinstatement. The city service commission shall hear complaints of all persons, except firemen and policemen returning from service in the land, naval or air forces of the United States and shall make recommendations to appointing officers, boards and commissions for the appropriate reinstatement or employment of such persons. The fire and police commission shall hear complaints of persons who were members of the fire and police departments.

c. Application. All such leaves of absences shall be terminated, in case of employees granted such leave shall fail to make application for re-employment within 90-days after being released from service in the land or naval forces of the United States, unless such employee is hospitalized by the United States government for a disability incurred or aggravated in the line of duty. The 90-day period shall be in force after discharge from hospital.

d. Replacement. Appointees to positions made vacant by leaves of absence as aforesaid shall hold their positions temporarily only, and shall not continue therein to the exclusion of persons returning from service in the land or naval forces of the United States, or of persons temporarily appointed to other positions because of military leaves of others and returning to their former positions.

e. Interpretation. The provisions of s. 350-35 shall not apply to leaves of absence covered by this section.

2. LEAVES FOR MILITARY TRAINING AND CIVIL DISTURBANCES.

a. Leaves of Absence.

a-1. Permanent full time employees of the city of Milwaukee shall be granted leaves of absence with pay to take training, or if called to duty in the state of Wisconsin in the case of riot or civil disturbance, as members of the Air Force Reserve, Organized Reserve Corps of the Army, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve, or National Guard, under the direction of the state or federal authorities.

a-2. If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays, during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.

a-3. If training or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed 10 work days including Saturdays, Sundays and legal holidays, during a calendar year for training, and 10 work days including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty.

a-4. If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full time employees of the fire department whose normal hours of duty exceed an average of 40 hours per week, said leave shall not exceed the equivalent of 5 duty days during a calendar year for training, and 5 duty days during a calendar year for civil disturbance duty, as determined by the fire department.

a-5. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.

a-6. Compensation for said leave or leaves shall be in accordance with the provisions of par. b. If such leave or leaves coincide with any mandatory furlough dates, the mandatory furlough time shall be rescheduled as approved by the department head.

b. Compensation. b-1. Permanent full time employees of the city of Milwaukee who because of honorable service in any of the wars of the United States were eligible for veterans' preference for employment by the city at or following the time of their appointment, or as provided in ss. 45.35 and 63.37, Wis. Stats., as amended, shall receive full city pay during such leaves of absence for duty under par. a-1.

b-2. Permanent full time employees of the city of Milwaukee who do not qualify for veterans' preference, as described in subd. 1 above, shall receive their full city pay, less a deduction equal to their military pay received for duty under subd. 1; the amount of military pay shall not be deducted for purposes of computing pension benefits.

2.5. CONTINUATION OF BENEFITS DURING CERTAIN MILITARY LEAVES OF ABSENCE. In addition to the rights of city employees pursuant to this section, during a military leave of absence for performance of duties as a member of a national guard unit of the United States or reserve component of the United States who is called to, or volunteers for, active duty in Bosnia, active duty in connection with the presidential executive order of April 27, 1999, relating to Operation Allied Force, the anti-terrorism campaign Operation Enduring Freedom or Operation Iraqi Freedom in accordance with the calling up of units of the national guard of the United States or members of the reserve components of the United States, for a period of more than 30 days,

350-37 Employee Regulations And Benefits

health or dental benefits or both for such employee's dependents shall be continued under the following conditions:

a. Under COBRA (extended coverage), and commencing on the first day of the month following the month in which an employee's on-payroll status coverage terminates, the city shall contribute an amount towards meeting the subscriber cost for family enrollment in the health and dental plan elected of up to 100% of the monthly subscriber cost for the 24 months of the military leave of absence conditioned in this subsection.

b. The spouse/dependent must certify to the city's department of employee relations, employee benefits division, that although they are eligible for CHAMPUS coverage through the U.S. government, they opt to continue city health and/or dental coverage.

c. The employee's spouse/dependent must enroll through the department of employee relations, employee benefits division, for COBRA health and/or dental coverage in the existing plan(s) immediately upon being notified of active duty status.

d. The eligibility of the spouse/dependent to continue city-paid health and/or dental coverage as provided in this subsection shall cease on the last day of the month in which the national guard or reserve member is released from active duty or the expiration of 24 months of the employee's military leave of absence, whichever occurs first.

3. LEAVES FOR MILITARY FUNERALS. Officers and employees of the city of Milwaukee shall be allowed to attend military funerals of veterans without loss of pay when a request for leave is made by a proper veterans organization that the services of such officer or employee is desired for the proper conduct of a military funeral. If such leave for a military funeral coincides with any mandatory unpaid furlough dates, the mandatory furlough time shall be rescheduled as approved by the department head.

4. PAY DURING TIME OFF FOR INDUCTION EXAMINATION. All officers and employees of the city of Milwaukee shall be paid for time lost while taking physical or mental examination for the purpose of determining eligibility for induction or service in the armed forces of the United States. If such time off coincides with any mandatory furlough dates, the mandatory furlough time shall be

rescheduled as approved by the department head.

350-37. Sick and Disability Leave. Sick and disability leave shall cover necessary absence from duty of an employee because of personal illness or pregnancy related disability, bodily injury or exclusion from employment because of exposure to contagious disease of the employee. In addition, an employee may request the substitution of sick leave for family leave under the state family and medical leave act, s. 103.10, Wis. Stats. Employees may not use sick and disability leave for furlough days. Employees may accrue time for sick and disability leave purposes while serving mandatory furlough time.

1. FULL TIME EMPLOYEES AND CITY LABORERS (SEASONAL). Eligible employees of the city of Milwaukee other than management employees, those employed in the police and fire departments or represented by the Staff Nurses Council or Association of Scientific Personnel or Milwaukee Building and Construction Trades Council or the Association of Municipal Attorneys who serve on a full time basis, may be granted 15 working days sick and disability leave with pay during any year provided that in the determination of the department head and director of employee relations all the requirements of this section are met. Management employees may be granted 12 working days' sick and disability leave with pay during any year. City laborers (seasonal) shall be eligible to accrue sick and disability leave credit for a maximum of one year of actual service but may not be paid sick and disability leave until they become city laborers (regular) or sanitation workers as provided in sub. 6. Employees who serve the city on less than a full time basis who qualify in all other respects may be granted a proportionate amount of sick and disability leave. Employees who are represented by the Staff Nurses Council, or Association of Scientific Personnel or Milwaukee Building and Construction Trades Council or the Association of Municipal Attorneys may be granted an amount of sick and disability leave with pay during any one year as specified in their labor agreements, provided that in the determination of the department head and the city service commission all the requirements of this section are met.

2. ACCUMULATIVE BASIS. a-1. Every permanent employee, and each city laborer (seasonal) as provided in sub. 1, except for management employees, employees represented

by Staff Nurses Council, Association of Scientific Personnel or Milwaukee Building and Construction Trades Council, or the Association of Municipal Attorneys shall be granted sick and disability leave with pay at the rate of 1.25 working days for each month of service or 4.6 work hours for each 2 weeks of service. Employees who work an average of 20 hours per week on a year-round basis in positions which are budgeted at 1/2 time or more, except for employees represented by Staff Nurses Council, Association of Scientific Personnel or Milwaukee Building and Construction Trades Council, shall be eligible to earn sick and disability leave at the rate of .625 working days for each month of service or 2.3 working hours for each 2 weeks of service. Management employees shall be granted sick and disability leave with pay at the rate of 3.7 work hours for each 2 weeks of service. Management employees who work an average of 20 hours per week on a year-round basis in positions which are budgeted at 1/2 time or more, shall be eligible to earn sick and disability leave at the rate of 1.85 hours for each 2 weeks of service. The unused balance of sick and disability leave allowance shall be accumulated to the employees' credit. Sick and disability leave allowance accumulated up to 120 working days shall be termed "the normal sick and disability leave account" from which sick and disability leave may be granted with full pay. Sick and disability leave allowance accumulated in excess of 120 working days shall be termed "the special sick and disability leave account" from which sick and disability leave may be granted with half pay. Employees who are represented by the Milwaukee Building and Construction Trades Council shall be able to accumulate up to 120 working days in the normal sick and disability leave account, but may not accumulate a sick and disability leave allowance in the special sick and disability leave account. Upon the establishment and implementation of a long term disability program, management and nonmanagement, nonrepresented employees may not accumulate a sick and disability leave allowance in the special sick and disability leave account. Employees who are represented by the Staff Nurses Council, or Association of Scientific Personnel, or Milwaukee Building and Construction Trades Council, or the Association of Municipal Attorneys shall be granted sick and disability leave with pay at the rate specified in their labor agreements.

a-2. In addition to the normal sick leave which employees under this subsection are entitled to, public officials appointed pursuant to s. 62.51, Wis. Stats., and the director of administration and the director of employee relations shall be credited with a special sick leave account of 30 sick leave days. This special account shall be available for use until such time as 30 regular sick leave days have accrued in the normal sick leave account. As normal sick leave account days accrue, the special sick leave account shall be reduced accordingly. Unused days in such special sick leave accounts shall not be considered in the computation of any applicable benefits, including but not limited to pension benefits, retirement health insurance benefits, terminal leave benefits or sick leave incentive pay benefits.

b. The director of employee relations shall maintain and verify the official sick and disability leave records. The special sick and disability leave account shall not be charged until the normal sick and disability leave account has been exhausted. When the balance in the normal sick and disability leave account falls below 120 working days, additional days of unused sick and disability leave shall be accumulated in the normal sick and disability leave account until the balance again reaches 120 working days; further credits shall then be accumulated in the special sick and disability leave account.

4. DOCTOR'S CERTIFICATE. Sick and disability leave with pay may be permitted without requiring the employee to submit a doctor's certificate provided that the department head has other satisfactory evidence of bona fide illness or pregnancy related disability. When leave extends beyond 3 consecutive days, a statement from a private physician or dentist certifying the nature and seriousness of the sickness or pregnancy related disability, or the certificate of an authorized and recognized Christian Science practitioner certifying that the employee is under Christian Science treatment, shall be furnished to the department head.

5. CITY CONTRACT EMPLOYER. Service for an employer holding a city contract shall not be recognized as qualifying for sick and disability leave or as adding to a sick and disability leave accumulation even though the person so serving may have his name included on a city payroll. Any length of time during which an employee is on layoff, suspension, mandatory furlough, or leave of absence, and

350-37-6 Employee Regulations And Benefits

any length of time not recognized by the annuity and pension board as accumulative of pension credit when the employee in question is a member of the annuity and pension system shall not be recognized as qualifying for sick and disability leave or as adding to a sick and disability leave accumulation.

6. ELIGIBILITY. a. Eligibility for sick and disability leave allowance, except for management employees as provided in par. b, shall begin after the completion of 6 months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment. Eligibility of city laborers, regular or sanitation workers for sick and disability leave allowance shall begin immediately upon appointment to the title, city laborer (regular) or sanitation worker, but accumulation shall be retroactive to the leave accrued while holding the title city laborer (seasonal) as provided in sub. 1. The changes in this ordinance shall apply only to eligible employees holding positions represented by certified bargaining units which have reached agreement with the city on a labor contract containing the changes described herein, at a time this ordinance change is approved, and to eligible employees not represented by a certified bargaining unit.

b. Effective pay period 13, 2007, eligibility of management employees for sick and disability leave shall begin immediately as it is accrued each pay period.

7. TRANSFER. Whenever an employee eligible for a sick and disability leave allowance leaves the service of one employing unit of the city government and accepts, by certification or transfer, service in a position in another employing unit of the city government, obligation for any accumulated sick and disability leave allowance shall be assumed by the new employing unit. Separation from the service by resignation or for cause shall cancel all unused accumulated sick and disability leave allowances. Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick and disability leave shall continue in effect if he is rehired by any city department within one year, or within 3 years if the employee is in a bargaining unit represented by District Council 48, AFSCME, AFL-CIO, Public Employee's Union #61, Laborers International Union of North America, Local #494, IBEW, AFL-CIO (Machine Shop), the joint bargaining unit of Local #139, IUOE,

AFL-CIO and Milwaukee District Council #48, AFSCME, AFL-CIO, Local #494, IBEW, AFL-CIO (Electrical Group) and Technicians, Engineers and Architects of Milwaukee. Sick and disability leave shall automatically terminate on date of retirement of the employee or on the date an ordinary disability allowance under the retirement system becomes effective.

8. INJURY PAY. a-1. When an employee sustains an injury while within the scope of employment, as provided by ch. 102, Wis. Stats., the employee, except for a management employee or an employee in a collective bargaining unit represented by Local 75, Journeymen Plumbers' and Gasfitters' Union, AFL-CIO, shall receive 80% of full salary described herein as injury pay in lieu of worker's compensation for the period of time the employee may be temporarily, totally or temporarily partially disabled because of said injury, not to exceed a total of one calendar year. Under the same conditions as stated in this subsection, a management employee or an employee in a collective bargaining unit represented by Local 75, Journeymen Plumbers' and Gasfitters' Union, AFL-CIO shall receive 70% of full salary. In no case shall an employee receive injury pay for more than one year (250 working days) during his or her period of employment with the city of Milwaukee regardless of the number of compensable injuries involved. If such time off coincides with any mandatory furlough dates, the mandatory furlough time shall be rescheduled upon return to service, as approved by the department head.

a-2. A management or nonmanagement/nonrepresented employee or an employee represented by Milwaukee District Council 48, AFSCME, AFL-CIO, or Public Employees' Union #61, LIUNA, AFL-CIO, CLC, or Local 494, IBEW, AFL-CIO (Electrical Group), or the Joint Bargaining Unit of Local #139, IUOE, AFL-CIO and Milwaukee District Council 48, AFSCME, AFL-CIO, or Local 75, Journeymen Plumbers' and Gasfitters' Union, AFL-CIO, or Local 494, IBEW, AFL-CIO (Machine Shop) who has not successfully completed his or her initial probationary period with the city shall not be entitled to injury pay.

b. Payment for injury pay shall be paid out of funds of the regular salary and wage account of the department appropriated for that purpose and reported on the department payroll as injury pay. In no case shall temporary disability benefits and injury pay be allowed for the same period of time. The 80% provision shall become effective January 1, 1984, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury, or recurrence thereof occurred. In providing injury pay in an amount equal to 70% or 80% of an employee's base salary, as the case may be, the city will make a payroll adjustment to the employee's biweekly paycheck deducting an amount equal to 20% or 30% of the base salary for that portion of the pay period an employee received injury pay. This deduction shall be administered so as not to reduce the employee's pension benefits. In this paragraph "base salary" means the employee's base salary pay rate in effect during the pay period the employee claimed injury pay.

c-1. If the internal revenue service determines that injury pay benefits provided under this subsection are taxable as wages, then beginning with the effective date of this determination, the city will no longer require the 20% or 30% employee deduction from injury pay benefits provided for in par. b.

c-2. In all 3rd-party claims or actions, relating to an employee in a collective bargaining unit represented by Local 75, Journeymen Plumbers' and Gasfitters' Union, AFL-CIO, the city shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the worker's compensation act, but shall instead be entitled to recover the amount of injury pay received by the employee. In all 3rd party claims or actions relating to a management or nonmanagement/nonrepresented employee, the city shall be entitled to recover the amount of injury pay received by the employee. If, because of a 3rd party involvement in any duty-incurred injury, the city receives a portion of the monies that had been paid to an employee as duty-incurred disability pay, the employee shall have corresponding numbers of duty-incurred disability pay days restored to his or her account.

d. The provisions of this subsection shall not govern employees holding positions represented by a certified bargaining unit, except for those employees represented by Local

75, Journeymen Plumbers' and Gasfitters' Union, AFL-CIO.

9. **OPTION.** Bodily injuries shall be recognized as cause for granting sick and disability leave when they are disabling. Any employee who sustains a compensable injury or contracts a compensable disease under the Wisconsin worker's compensation law shall have the option of accepting sick and disability leave benefits or accepting worker's compensation after injury pay benefits have been exhausted. This option which shall be in writing may be terminated without prejudice to temporary total or temporary partial disability benefits under the worker's compensation act thereafter, but such termination shall not be retroactive and any sick and disability leave already used at the time of such termination of option shall not be restored to the employee.

10. **INJURY PAY BENEFITS.** The sick and disability leave and injury pay benefits occurring under provisions of this section shall be interpreted as providing sick and disability leave and injury pay limited to the period of time the employee would have worked in accordance with normal work schedules and seniority rights.

11. **SICK LEAVE EARNED.** Effective January 1, 1962, accumulated sick and disability leave credits shall include all sick and disability leave earned but not used under the provision of previous ordinances passed March 27, 1950, or thereafter; provided, however, that the director of employee relations is not required to compute the special sick and disability leave account for any employee until a claim is made against such account. The director of employee relations shall make an annual report on sick and disability leave including use of the special sick and disability leave accounts.

12. **POLICE DEPARTMENT SICK AND DISABILITY PAY.** a. Eligibility. Employees in active service, employed in the Milwaukee police department and either represented by Milwaukee District Council 48, AFSCME, AFL-CIO, or not represented by a labor organization certified by the Wisconsin employment relations commission to represent police department employees, shall be covered by the provisions of this subsection so long as they remain in active service and employed by the police department.

b. Sick Leave. b-1. In this subsection "sick leave" means all necessary absence from duty because of illness, bodily injury or exclusion from employment because of exposure to contagious disease. In addition, an

350-37-12-c Employee Regulations And Benefits

employee may request the substitution of sick leave for family leave under the state family and medical leave act, s. 103.10, Wis. Stats.

b-2. Eligibility for sick leave with pay shall begin as soon after regular appointment as any sick leave credit has been earned. Employees may accrue time for sick and disability leave purposes while serving mandatory furlough time.

b-3. Employees shall earn sick leave with pay at the rate of 1.25 working days for each month of active service or 4.6 working hours for each 2 weeks of active service. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work.

b-4. Regardless of sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes regular duty.

b-5. Except as otherwise provided herein, sick leave may be permitted without requiring the employee to submit medical substantiation from a private physician, provided that the employee complete an application for sick leave, and submit it to his or her commanding officer. An employee may be required by his or her commanding officer to provide medical substantiation from a private physician for each absence, regardless of duration, if the commanding officer is informed or believes that the employee is misusing sick leave; under the circumstances, the city shall not be responsible for the payment of any fee charges by the physician.

b-6. When medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the city to deny that employee the sick leave benefits provided hereunder until the employee is in compliance with such requirement.

b-7. Nonrepresented, noncivilian police department management employees who use their accumulated sick leave credit and then are placed on duty disability retirement pension, all as a result of duty-incurred injuries, shall be entitled to have their unused sick leave credit or 30 working days of sick leave with pay,

whichever is greater, added to their sick leave accounts upon returning to active service.

b-8. Employees reporting absent on sick leave shall be governed by the rules and regulations and standard operating procedures of the police department pertaining thereto. Each instance of sick leave that the employee fails to comply with the requirements set forth therein shall result in the employee losing entitlement to any sick leave with pay for that instance.

b-9. Administration and control of the provisions of this paragraph shall be under the chief of police.

c. Attendance Incentive Program for Nonrepresented, Noncivilian Police Department Management Employees. c-1. An attendance incentive program with up to 3 days per year with pay shall be granted to nonrepresented, noncivilian police department management employees.

c-2. The attendance incentive program shall be based on a trimester program. The trimester periods for each calendar year are defined as follows:

c-2-a. Trimester 1 - pay periods 1 to 9.

c-2-b. Trimester 2 - pay periods 10 to 18.

c-2-c. Trimester 3 - pay periods 19 to 26.

c-3. An employee shall be eligible for an attendance incentive benefit only if:

c-3-a. During the full term of the trimester, the employee did not use any paid sick leave, was not on an unpaid leave of absence, was not absent without leave, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll, exclusive of any mandatory furlough time.

c-3-b. During the full term of the trimester, the employee was in active service.

c-3-c. At the beginning of the trimester, the employee was in active service; and

c-3-d. At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his or her sick leave account of 20 days.

c-4. In each of the trimesters set forth in subd. 2 that an employee is eligible for an attendance incentive benefit, the commanding officer shall determine which one of the 2 types of attendance incentive benefits listed in subpars. a and b the eligible employee shall receive, in accordance with procedures established for that purpose by the police department:

c-4-a. An employee receiving a special attendance incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to 8 hours of his or her base salary computed on the basis of his or her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. The payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits or compensation provided by the city. Attendance incentive payments shall be made as soon as is administratively practicable following the close of the trimester period in which they were earned.

c-4-b. An employee receiving a special attendance incentive leave, shall earn one 8-hour day off with pay. Such day off with pay must be used by the employee in the next succeeding trimester. An employee may use such day off with pay on a date he or she has requested provided the employee gives his or her commanding officer reasonable advance notice of the date requested and the date is determined available by the commanding officer in accordance with the needs of the department. The processing of employee requests for time off earned under the attendance incentive control program shall be on a first-come, first-served basis. Decisions by the employee's commanding officer with respect to the availability of the date the employee has requested shall be final.

d. Funeral Leave. d-1. Funeral leave as provided in this paragraph is expressly for attending the funeral of a family member or relative.

d-2. Employees shall be granted leave of absence not to exceed 3 days with pay, in case of death of a wife, husband, child, father, mother, sister or brother, and not more than one day with pay in case of death of mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or employee's grandparents. Employees entitled to the death-in-family benefits shall be allowed up to one day with pay of travel time if the site of the funeral is outside of the "no travel time zone" described on the map attached to common council File #83-993. In order to become eligible for travel time, employees must submit satisfactory evidence to the police department administration indicating that they attended the funeral and that the site of the

funeral was outside of the "no travel time zone." An employee eligible for the leave with pay provided under this subdivision may only use that leave during the 10 consecutive calendar day period immediately following the date of the death that occasioned the employee's request for the leave. If such time off coincides with any mandatory furlough dates, the mandatory furlough time shall be rescheduled as approved by the police department administration.

d-3. In the event of the death of any other relative, employees shall be permitted to change their next regular day off so they may attend the funeral.

d-4. Employees requesting a leave under the provisions of subds. 1 or 2 shall be governed by the rules and regulations of the police department.

d-5. Administration and control of the provisions of this paragraph shall be by the chief of police.

e. Illness in Family. e-1. A leave of absence, with pay for one day, may be granted by a commanding officer to any member of his or her command in case of serious illness in his or her immediate family or other extraordinary emergency.

e-2. Employees reporting an absence under the provisions of subd. 1 shall be governed by the rules and regulations of the police department.

e-3. Administration and control of the provisions of this paragraph shall be by the chief of police.

f. Injury Pay. f-1. When employees covered by this subsection sustain injuries within the scope of their employment for which they are entitled to receive workers compensation temporary disability benefits, as provided under ch. 102, Wis. Stats., they may receive 80% of their base salary as injury pay instead of such workers compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof. The 80% provision shall become effective September 11, 1983, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury, or recurrence thereof, occurred.

350-37-13 Employee Regulations and Benefits

f-2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the city to make a payroll adjustment to his or her biweekly pay check deducting an amount equal to 20% of the employee's base salary for that portion of the pay period he or she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this subdivision, the "base salary" means the employee's biweekly base salary pay rate in effect during the pay period the employee is claiming injury pay as that biweekly base salary rate is established in the salary ordinance.

f-3. After injury pay benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting workers compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total or temporary partial disability benefits under the workers compensation act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

f-4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Wisconsin department of workforce development relative to workers compensation. In the event of a dispute between the city and the employee relative to such eligibility, the Wisconsin department of workforce development and the courts, upon the statutorily prescribed review thereof, shall be the sole and final arbiters of such dispute.

f-5. In all 3rd-party claims or actions involving nonrepresented, noncivilian police department management employees, the city shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the workers' compensation act, but shall instead be entitled to recover the amount of injury pay received by the employee.

f-6. Employees reporting absent due to a compensable injury shall be governed by the rules and regulations and standard operating procedure of the police department pertaining thereto. Each instance of injury pay that the employee fails to comply with the requirements set forth therein shall result in the employee

losing entitlement to any injury pay for that instance.

f-7. If the U.S. internal revenue service determines that the injury pay benefits provided under this paragraph are taxable as wages, then beginning with the effective date of such determination, the city will no longer require the 20% employee deduction from injury pay benefits provided for under subds. 1 and 2.

f-8. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.

f-9. Administration and control of the provisions of this paragraph are under the chief of police.

13. FIRE DEPARTMENT EMPLOYEES.

a. Eligibility. Employees in active service, employed in the fire department and not represented by a labor organization certified by the Wisconsin employment relations commission to represent fire department employees, shall be covered by the provisions of this subsection so long as they remain in active service and employed by the fire department.

b. Sick Leave. b-1. In this paragraph "sick leave" means all necessary absence from duty because of illness, bodily injury or exclusion from employment because of exposure to contagious disease. In addition, an employee may request the substitution of sick leave for family leave under the state family and medical leave act, s. 103.10, Wis. Stats.

b-2. Eligibility for sick leave with pay for employees newly appointed to city employment on or after March 1, 1985, shall begin after completion of 6 months' active service in the fire department, but sick leave credit shall be earned from date of appointment. For employees appointed to city employment prior to that date, eligibility for sick leave shall begin as soon after regular appointment as any sick leave credit has been earned. Employees may not use sick leave for mandatory furlough time, regardless of whether the benefits-eligible employee was on sick leave the day before the mandatory furlough day, the day after the mandatory furlough day, or on both sides of the mandatory furlough day. Employees may accrue time for sick and disability leave purposes while serving mandatory furlough time.

b-3. Employees shall earn sick leave with pay at the rate of:

b-3-a. Seven-twelfths of one work shift for each calendar month of active service when their normal hours of work exceed 40 hours per week; or

b-3-b. One and one-quarter work shifts for each calendar month of active service when their normal hours of work average 40 hours per week.

b-4. Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under s. 350-143.

b-5. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes regular duty.

b-6. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:

b-6-a. Employees requesting sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins.

b-6-b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding one work day for employees whose normal hours of work exceed 40 hours per week or 2 work days for employees whose normal hours of work average 40 hours per week. The city shall not be responsible for the payment of any fee charged by the physician or dentist to provide acceptable medical substantiation.

b-6-c. An employee may be required to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the fire chief is informed or believes that the employee is

misusing sick leave. Under such circumstances, the city shall not be responsible for the payment of any fee charged by the physician or dentist.

b-6-d. Employees on sick leave shall not leave their residence on any scheduled on-duty date during such leave. If employees are required to leave their residence to visit their personal physician or a department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.

b-6-e. The fire chief reserves the right to order a department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the department physician. The department physician has the authority to order an employee on sick leave to return to duty.

b-6-f. An employee who is on sick leave as of Friday of one week, and who has not returned to duty by the following Tuesday, shall report to the headquarters building on each Tuesday which is a normally scheduled on-duty day at 8:30 a.m. for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the assistant chief or department secretary to inform of his or her condition.

b-6-g. Employees are not permitted to engage in any off-duty employment while on sick leave.

b-7. When acceptable medical substantiation from an employee's private physician or dentist is required, the failure of the employee to comply with this requirement shall permit the city to deny that employee the sick leave benefits provided hereunder until he or she is in compliance with such requirement.

c. Sick Leave Credit Upon Return From Duty Disability Pension. c-1. Employees covered. Employees, upon their return from duty disability pension to active service in the following position classifications, shall be eligible for the benefits provided in subd. 2:

- c-1-a. Fire chief.
- c-1-b. First assistant chief engineer.
- c-1-c. Deputy chief, fire.
- c-1-d. Battalion chief, fire.

350-37-13-d Employee Regulations And Benefits

c-2. Benefits. Eligible employees who use their accumulated sick leave credit and then are placed on duty disability retirement pension all as a result of duty-incurred injuries shall, upon returning to active service, be entitled to an amount of sick leave credit added to their sick leave accounts equal to the amount of sick leave credit they would have earned in one calendar year of active service under par. b-3.

d. Sick Leave Control Incentive Payments for Nonrepresented, Noncivilian Management Employees.

d-1. Nonrepresented, noncivilian employees in active service shall be eligible for the sick leave control incentive payments hereinafter provided, in accordance with the terms and conditions established therefor, so long as they remain in active service.

d-2. The sick leave control incentive program shall be based upon a trimester system. The trimester periods are defined as follows:

d-2-a. Trimester 1- pay periods 1 to 9.

d-2-b. Trimester 2- pay periods 10 to 18.

d-2-c. Trimester 3 - pay periods 19 to 26 or pay periods 19 to 27, whichever is appropriate.

d-2.5. Limitation. The trimester periods listed in subd. 2 shall constitute the only time periods for which attendance incentive payments will be provided by the city and nothing herein shall be construed as requiring the city to make additional payments for time periods occurring after December 31, 1994.

d-3. Eligibility. An employee shall be eligible for a sick leave control incentive payment under subd. 4 provided in a trimester period if:

d-3-a. During the full term of such trimester period, the employee did not use any paid sick leave, was not on an unpaid leave of absence, and was not suspended from duty for disciplinary reasons;

d-3-b. The employee did not receive injury pay for the full term of the trimester period;

d-3-c. The employee was in active service for the full term of the trimester period; and

d-3-d. As of the end of the trimester period, the employee had an amount of earned and unused sick leave in his or her sick leave account equivalent to 7 work days for employees earning sick leave credit under par. b-3-a or 15 work days for employees earning sick leave credit under par. b-3-b, whichever is applicable to the employee during such trimester period.

d-4. Payments. In each of the trimester periods set forth in subd. 2 that an employee is eligible for a sick leave control incentive payment as provided for in subd. 3, the employee shall be entitled to receive a lump-sum cash payment equal to \$200. Effective trimester 1, 2009, in each of the trimester periods, 8 hours of pay shall be provided at the base salary hourly rate of a top step firefighter in effect on the last day of the trimester for which the payment was earned.

d-5. Administration. d-5-a. Sick leave control incentive payments provided under this paragraph shall be made as soon as is administratively practicable following the close of the trimester period in which they were earned.

d-5-b. Sick leave control incentive payments shall not be a part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall they be included in the determination of pension benefits or any other benefits or compensation provided by the city.

e. Injury Pay. e-1. When employees sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by ch. 102, Wis. Stats., they may receive 80% of their base salary as injury pay instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or reoccurrence thereof. The 80% provision shall become effective January 1, 1984, and shall cover employees receiving injury pay benefits on or after that date regardless of the date on which the compensable injury, or reoccurrence thereof, occurred.

e-2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the city to make a payroll adjustment to the employee's biweekly pay check deducting an amount equal to 20% of the employee's base salary for that portion of the pay period the employee received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. In this subdivision, "base salary" means the employee's biweekly base

salary pay rate in effect during the period the employee is claiming injury pay as that biweekly base salary rate is established in the salary ordinance.

e-3. After injury pay benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting worker's compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary total or temporary partial disability benefits under ch. 102, Wis. Stats., thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.

e-4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Wisconsin department of workforce development relative to worker's compensation and in the event of a dispute between the city and the employee relative to such eligibility, the department of workforce development, and the courts upon the statutorily prescribed review thereof shall be the sole and final arbiters of such dispute.

e-5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:

e-5-a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.

e-5-b. Employees on injury leave shall not leave their residence on any scheduled on-duty day during such leave. If employees are required to leave their residence to visit their personal physician or a department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.

e-5-c. The chief engineer, fire, reserves the right to order a department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the department physician. The department physician has the authority to order an employee on injury leave to return to duty.

e-5-d. An employee who is on injury leave as of Friday of one week, and who has not returned to duty by the following Tuesday, shall report to the headquarters building on each Tuesday which is a normally scheduled on-duty day, at 8:30 a.m., for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, the employee shall telephone the assistant chief or department secretary to inform of his or her condition.

e-5-e. Employees are not permitted to engage in any off-duty employment while on injury leave.

e-6. If the U.S. internal revenue service determines that the injury pay benefits provided under this paragraph are taxable as wages, then beginning with the effective date of such determination, the city will no longer require the 20% employee deduction from injury pay benefits provided for under subds. 1 and 2.

e-7. In all 3rd-party claims or actions, the city shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the worker's compensation act, but shall instead be entitled to recover the amount of injury pay received by the employee.

e-8. In no case shall temporary disability benefits and injury pay be allowed for the same period of time.

e-9. Administration and control of this paragraph shall be under the fire chief.

14. REFERENCE. Reference to sick leave in any other section shall apply to sick and disability leave.

15. CITY SERVICE COMMISSION TO PREPARE RULES. In order to regulate and achieve uniformity of treatment throughout the city service, the city service commission shall prepare rules and regulations, forms and procedures of reporting sick leaves in order that a statement of the cost and amount of sick leave granted may be included in its annual report to the mayor and common council and shall report to the common council all sick leaves that require the use of accumulated time.

350-37-16 Employee Regulations And Benefits

16. VIOLATIONS: PENALTY. Willful violation of any of the provisions of this section by any officer or employee, or willful making of any false report regarding illness or sick leave, shall subject the officer or employee committing such violation, or making such false report, to disciplinary action and shall be considered a cause for discharge, suspension or demotion, subject to the law and rules regulating such actions.

17. MANAGEMENT SICK LEAVE CONTROL INCENTIVE PROGRAM. As an incentive to eliminating abuse of sick leave and as a reward to employees with perfect attendance records, special incentive leave of up to 3 days per year with pay shall be granted to full time management employees who meet the following conditions:

a. For each trimester period for which an individual employee has not used any sick leave or injury leave or been absent because of disciplinary actions, the employee shall earn 8 hours of special incentive leave, provided that the employee has a minimum of 12 days sick leave accumulation in his or her account prior to such trimester period. Effective April 25, 1993, an employee shall maintain eligibility for a trimester sick leave benefit if he or she suffered a verifiable lost-time work related injury and returned to work for the next regularly scheduled work shift following the occurrence of the injury.

b. Special incentive leave time earned in trimester 1 may be used in trimester 2 or 3 of the same fiscal year; special incentive leave time earned in trimester 2 may be used in trimester 3 of the same fiscal year; and special incentive leave time earned in trimester 3 may be used in trimester 1, 2 or 3 of the following fiscal year. Effective pay period 1, 2005, an employee shall earn an additional 8 hours of special incentive leave if that employee has earned 3 sick leave incentive days in a fiscal year. This additional 8 hours must be used by the end of the following fiscal year.

c. Special incentive leave time shall be added to the vacation leave account of the employee as it is earned. Special incentive leave time shall be administered like vacation and shall be subject to scheduling approval by the department head. The employee may elect to take cash in lieu of time off for the first 3 special incentive leave days earned in a fiscal year.

d. When special incentive leave time is utilized by or paid to an employee, there shall be no deduction from the employee's normal sick leave account balance.

e. In this subsection, "management employees" means those employees in job titles covered by the management pay plan, s. 2 of the salary ordinance, except those represented by the Association of Municipal Attorneys.

f. The sick leave control incentive program shall be established and administered by the department of employee relations.

g. Payments made under the provisions of this program shall not be construed as being part of the employee's base salary and shall not be included in any fringe benefits. Such payments shall not have any sum deducted for pension benefits, nor shall such payments be included in any computation establishing pension benefits or payments.

18. NONMANAGEMENT SICK LEAVE CONTROL INCENTIVE PROGRAM. As an incentive to eliminating abuse of sick leave and as a reward to employees with perfect attendance records, special incentive leave of up to 3 days per year with pay shall be granted to full time nonmanagement, nonrepresented employees who meet the following conditions:

a. For each trimester period for which an individual employee has not used any sick leave or injury leave or been absent because of disciplinary actions, the employee shall earn 8 hours of special incentive leave, provided that the employee has a minimum of 15 days sick leave accumulation in his or her account prior to such trimester period. Effective April 25, 1993, an employee shall maintain eligibility for a trimester sick leave incentive benefit if he or she suffered a verifiable lost-time work related injury and returned to work for the next regularly scheduled work shift following the occurrence of the injury.

b. Special incentive leave time earned in trimester 1 (pay period 1-9) or trimester 2 (pay period 10-18) shall be utilized by December 31 of the calendar year in which it is earned. Special incentive leave time earned in trimester 3 (pay period 19-27) shall be utilized during the ensuing calendar year. Effective the second trimester of 1993, special incentive leave time earned in trimester 1 may be used in trimester 2 or 3 of the same fiscal year; special incentive leave time earned in

trimester 2 may be used in trimester 3 of the same fiscal year; and special incentive leave time earned in trimester 3 may be used in trimester 1, 2 or 3 of the following fiscal year.

c. Special incentive leave time shall be added to the vacation leave account of the employee as it is earned. Special incentive leave time shall be administered like vacation and shall be subject to scheduling approval by the department head. The employee may elect to take the cash equivalent in lieu of time off.

d. When special incentive leave time is utilized by or paid to an employee, there shall be no deduction from the employee's normal sick leave account balance.

e. The sick leave control incentive program shall be established and administered by the department of employee relations.

f. Payments made under the provisions of this program shall not be construed as being paid of the employee's base salary and shall not be included in any fringe benefits. Such payments shall not have any sum deducted for pension benefits, nor shall such payments be included in any computation establishing pension benefits or payments.

350-38. Terminal Leave Compensation (Unused Sick Leave). 1. FIRE DEPARTMENT EMPLOYEES.

a. Eligibility. a-1. Employees shall be eligible for benefits under this section when they retire from active service on or after March 1, 1985, in one of the following position classifications:

- a-1-a. Battalion chief, fire.
- a-1-b. Deputy chief, fire.
- a-1-c. First assistant chief engineer.
- a-1-d. Fire chief.

a-2. In order to receive the benefits listed in par. b, employees in active service and in the position classifications listed in subd. 1 on the effective date of this subsection must execute or have executed the pension waivers attached to and made a part of common council File #85-118-g and submit them to the city clerk within 10 consecutive calendar days following the effective date of this subsection. If such employee had previously executed the pension waiver with respect to duty disability

conversion, such time limit shall only apply to the pension waiver with respect to the 100% cap. With respect to an employee member of the employee's retirement system who first occupies a position classification listed in subd. 1 subsequent to the effective date of this subsection, in order to receive the benefits provided by par. b, such employee must execute the pension waiver attached to and made a part of common council File #85-118-g and submit them to the city clerk within 10 consecutive days following the date the employee initially occupies a position classification listed in subd. 1. If an employee does not comply with the requirement to execute such pension waiver within the time limit described, then instead of the benefits provided in par. b such employee shall be entitled to receive the following terminal leave benefits subject to the terms and conditions provided in par. c.

a-2-a. An employee whose normal hours of work average at least 49.8 hours per week at the time of retirement and who is eligible for terminal leave compensation by virtue of this paragraph, shall upon retirement be entitled to a lump-sum payment equivalent to the amount allocable to the employee's regular work shift on the basis of the hourly rate of pay for the current average work week in effect on the date such retirement as established under s. 350-143-1 for each one week shift equivalent to the employee's earned and unused sick leave up to a maximum of 15 such work shifts of pay.

a-2-b. An employee whose normal hours of work average 40 hours per week at the time of retirement and who is eligible for terminal leave compensation by virtue of par. a shall upon retirement be entitled to a lump-sum payment equivalent to one 8-hour work shift's base pay for each one 8-hour shift equivalent of such employee's earned and unused sick leave up to a maximum of 30 such 8-hour shifts of pay.

a-2.5. An employee member of the employees retirement system in a classification covered by this subsection who separates from active service for reasons other than a duty disability retirement allowance after March 1, 1985, but prior to the effective date of this

350-38-2 Employee Regulations And Benefits

subsection, and who has executed the pension waiver with respect to duty disability conversion shall be exempted from the pension waiver requirements hereunder provided and shall be entitled to the terminal leave benefits provided under par. b.

a-3. Employees in active service and employed in the fire department who are not listed in subd. 1 and who are not covered by a labor contract, shall be covered by sub. 3 subject to the terms and conditions set forth therein. The position of assistant superintendent of construction and maintenance shall not be covered by sub. 3 when the current incumbent, as of the effective date of this subdivision, ceases to occupy the position.

a-4. An eligible employee retiring under the provisions of the employees' retirement system of Milwaukee or the firemen's annuity and benefit fund of Milwaukee, but excluding retirement on deferred or actuarially reduced pensions, as they are defined in the 2 plans, shall upon retirement be entitled to a lump-sum payment under the terms and conditions provided in pars. b and c. Such lump-sum payment shall be defined as terminal leave compensation.

b. Compensation. b-1. Employees Whose Normal Hours of Work Average at Least 49.8 Hours Per Week. An employee whose normal hours of work average at least 49.8 hours per week at the time of retirement and whose effective retirement date is on or after March 1, 1985, and who is eligible for terminal leave compensation under par. a shall upon retirement be entitled to a lump-sum payment in an amount equal to each work shift equivalent of unused sick leave at retirement as follows:

b-1-a. Battalion chief, fire: \$60 per work shift.

b-1-b. Deputy chief, fire: \$65 per work shift.

b-2. Employees Whose Normal Hours of Work Average 40 Hours Per Week. An employee whose normal hours of work average 40 hours at the time of retirement and whose effective retirement date is on or after March 1, 1985, and who is eligible for terminal leave compensation by virtue of par. a, shall upon retirement be entitled to a lump-sum payment in an amount equal to each work shift and equivalent of unused sick leave at retirement as follows:

Amount Per Position

Battalion chief, fire	\$28.00
Deputy chief, fire	\$30.33
First assistant chief engineer	\$30.33
Fire chief	\$30.33

b-3. Effective Date. For purposes of interpretation of the provisions of this subsection, the particular compensation category in subds. 1 and 2 under which the eligible employee is entitled to receive terminal leave compensation, shall be that category such employee occupies on the date immediately preceding the effective date of retirement.

c. Administration. c-1. Terminal leave compensation shall not be construed as affecting employee pension benefits. Any payments made under the provisions of this subsection shall not have any sum deducted for pension benefits nor shall such payments be included in establishing pension benefits or payments.

c-2. Terminal leave compensation benefits shall be made by separate check as soon as is administratively practicable after an employee's effective date of retirement.

c-3. Restriction. Employees shall be eligible for terminal leave compensation as set forth in this subsection, but in no event shall an employee be eligible for terminal leave on more than one occasion or from more than one position classification.

c-4. An eligible employee retiring on or after January 1, 2008, shall receive, in lieu of the benefit provided in par. b, a terminal leave benefit that provides one 24-hour work day's base salary pay for each 11 work days (24-hour work days) of accumulated unused sick leave rounded down to the nearest multiple of 11. Sick leave accumulated on an 8-hour basis shall be converted to 24-hour work days based on one 8-hour work day equaling 0.467 of a 24-hour work day. Employees who have fewer than 40 24-hour work days of accumulated unused sick days shall not be eligible to receive any terminal leave benefit.

2. POLICE DEPARTMENT EMPLOYEES. a. Eligibility. a-1. Employees shall be eligible for benefits under this subsection when they retire from active service in one of the following positions classifications:

a-1-a. Chief of police.
a-1-b. Assistant chief of police.
a-1-c. Deputy chief of police.
a-1-d. Inspector of police.
a-1-e. Deputy inspector of police position assigned to the administration division of the personnel/administration bureau.

a-1-f. Captain of police position assigned to the administration division of the personnel/administration bureau.

a-2. Employees in active service and employees in the police department who are not listed in subd. 1 and who are not covered by a labor contract shall be covered by sub. 3 subject to the terms and conditions set forth therein.

a-3. Each eligible employee retiring under the provisions of the employees' retirement system of Milwaukee or the policemen's annuity and benefit fund of Milwaukee, but excluding retirement on deferred pension when employee has less than 25 years' service or actuarially reduced pension as they are defined in the 2 plans, shall upon retirement be entitled to a lump-sum payment under the terms and conditions provided in par. b and sub. 4. Such lump-sum payment shall be defined as terminal leave compensation.

b. Compensation. Employees who are eligible for terminal leave compensation under par. a shall upon retirement be entitled to a lump-sum payment equivalent to one 8-hour work shift's base pay for each one 8-hour work shift equivalent of such employee's earned and unused sick leave up to a maximum of 55 such 8-hour workshifts of pay.

2.5. MANAGEMENT PAY PLAN EMPLOYES. a. Employees in job titles covered by the management pay plan, s. 2 of the salary ordinance, except those represented by the association of municipal attorneys, shall be eligible for benefits hereinafter described when they retire from active service under the provisions of the employee's retirement system, but excluding retirement on actuarially reduced pensions, as they are defined under the system. Payment shall be made to such employees under the terms and conditions provided in par. b and sub. 4 and shall be defined as terminal leave compensation.

b. Employees who are eligible for terminal leave compensation under par. a shall be entitled to payment equivalent to 30% of the employee's accumulated and unused sick leave in the employee's normal sick leave account plus one-half of the sick leave days accumulated during the previous 12 months of service, for up to 6 additional days. A normal sick leave account for the purpose of computing terminal leave compensation is defined by s. 350-37-2-a. Compensation will be at the rate of pay in the last 2 weeks of active service.

3. OTHER CITY EMPLOYES. a. Eligibility. Employees in active service and employed by the city of Milwaukee who are not covered by subs. 1 to 2.5 and who are not covered by a labor contract, and are retiring under the provisions of the employees' retirement system of Milwaukee, but excluding retirement on deferred or actuarially reduced pensions as they are defined under the system, shall upon retirement be entitled to a lump-sum payment under the terms and conditions provided in this subsection. Such lump-sum payment shall be defined as terminal leave compensation.

b. Compensation. b-1. Employees who are eligible for terminal leave compensation under par. a and who are not covered by the labor contract between the city and the Association of Scientific Personnel shall upon retirement be entitled to a lump-sum payment equivalent to one 8-hour work shift's base pay for each one 8-hour work shift equivalent of such employee's earned and unused sick leave up to a maximum of 30 such 8-hour work shifts of pay.

b-2. Employees who are eligible under par. a and who are covered by the labor contract between the city and the Association of Scientific Personnel shall, upon retirement from service on an unreduced pension, receive a lump-sum payment equal to 1/4 of the employee's accumulated and unused sick leave in the employee's normal sick leave account. A "normal sick leave" account for the purpose of computing terminal leave compensation is defined by s. 350-37-2-a. Compensation will be at the employee's rate of pay in the last 2 weeks of active service.

350-39 Employee Regulations And Benefits

4. ADMINISTRATION. a. Terminal leave compensation shall not be construed as affecting employees' pension benefits. Any payments made under the provisions of this subsection shall not have any sum deducted for pension benefits nor shall such payments be included in establishing pension benefits or payments.

b. Terminal leave compensation benefits may be made as part of the employee's last regular paycheck upon normal retirement.

c. Employees shall be eligible for terminal leave compensation as set forth in subs. 1 to 3 but in no event shall an employee be eligible for terminal leave compensation under more than one of aforesaid subsections or on more than one occasion under any of aforesaid.

350-39. Family and Medical Leave. In accordance with the provisions of both the state family and medical leave act, s. 103.10, Wis. Stats., and the federal family and medical leave act of 1993, P.L. 103-3:

1. The director of employee relations shall issue policies and procedures to implement the state and federal family and medical leave acts and to coordinate the requirements of those acts with city leave policies and procedures.

2. The comptroller shall develop and establish record keeping practices for payroll and related functions to assure compliance with the state and federal family and medical leave acts. These practices shall include provisions for an employee to substitute sick leave for family leave under the state family and medical leave act.

3. The labor negotiator shall meet with appropriate bargaining unit representatives to advise the representatives about city leave policies and procedures and their relation to the state and federal family and medical leave acts.